

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:)	
MICHELA CRUMP,)	Case No. 21-12875-SAH
Debtor)	Chapter 7
)	
IAN'S ENTERPRISE, LLC)	
)	
Plaintiff,)	
vs.)	Adv. Pro.
)	
MICHELA CRUMP,)	
)	
Defendant.)	

COMPLAINT

Plaintiff, Ian's Enterprise, LLC ("Plaintiff"), for its cause of action against Defendant, Michela Crump ("Defendant"), states as follows:

1. Plaintiff is an Oklahoma limited liability company doing business in Oklahoma. Plaintiff is registered to do business in the State of Oklahoma.
2. Debtor, Michela Crump, resides in Oklahoma City, Oklahoma.
3. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334 and 28 U.S.C. § 157.
4. Venue is proper pursuant to 28 U.S.C. § 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b).
5. Pursuant to F. R. Bankr. P. 7008, Plaintiff consents to the entry of final orders or judgment by the Court on any issue in this adversary proceeding.
6. On or about November 7, 2014, Defendant entered into a lease agreement (the "First Lease Agreement") to lease certain real property located at 7321 Melrose Lane, Apartment D, Oklahoma City, OK 73127.

7. Pursuant to the First Lease Agreement, Plaintiff was the landlord and Defendant was the tenant.
8. Pursuant to the terms of the First Lease Agreement, Defendant agreed to pay certain rentals to Plaintiff for the use and occupancy of the Premises.
9. On January 11, 2016, Defendant applied for a transfer to another property and entered into a lease agreement (the “Second Lease Agreement”), to lease certain real property located at 1708 Rulane Drive, Midwest City, OK 73110.
10. Prior to and as a condition precedent to approval of the Second Lease Agreement, Plaintiff requested proof of income from Defendant.
11. On January 16, 2016, prior to signing the Second Lease Agreement, Defendant provided a pay stub from Defendant’s reported employer, CS Management, LLC.
12. Pursuant to the Second Lease Agreement, Plaintiff was the landlord and Defendant was the tenant.
13. Pursuant to the terms of the Second Lease Agreement, Defendant agreed to pay certain rentals to Plaintiff for the use and occupancy of the Premises.
14. Defendant defaulted in the payment of the required rental amounts pursuant to the Second Lease Agreement and abandoned the property, also leaving \$8,529.80 in damages.
15. On or about February 15, 2016, Defendant executed and delivered a written promissory note to Plaintiff (the “Note”). Pursuant to the terms of the Note, Defendant agreed to pay the principal sum of \$1,600 for damages to the property located at 7321 Melrose Lane, Apartment D, Oklahoma City, OK 73127.

16. Defendant defaulted under the terms of the Note. Plaintiff accelerated all sums due and owing under the Note.
17. As part of completing the First Lease Agreement, Second Lease Agreement and Note, Defendant provided information to Plaintiff regarding Defendant's income. Specifically, Defendant provided certain paystubs to Plaintiff as verification of her employment and income for the Second Lease Agreement and the Note. Plaintiff verified employment by phone prior to the First Lease Agreement.
18. The information provided to Plaintiff regarding her income and employment was false. Plaintiff received a subpoena response from CS Management, LLC on March 27, 2018, indicating having no record of Defendant and that the paystub provided had apparently been altered to include Defendant's identifying information. Therefore, the paystubs provided by Defendant to Plaintiff were altered to include Defendant's name, address and social security number, after having been issued to another individual.
19. On September 27, 2016, Plaintiff filed a lawsuit against Defendant for breach of the Second Lease Agreement and damages to the property associated with the Second Lease Agreement and failure to pay the sums due pursuant to the Note and Second Lease Agreement. The lawsuit was styled as *Ian's Enterprise, LLC v. Michela Crump*, Case No. CJ-2016-4945, Oklahoma County, State of Oklahoma (the "*State Court Case*").
20. On December 13, 2016, Plaintiff got a judgment against Defendant in the *State Court Case* in the amount of \$15,192.72 for rent and damages relating to the property located at 1708 Rulane Drive, Midwest City, OK 73110, \$1,600 for the Note relating to the real property located at 7321 Melrose Lane, Apartment D, Oklahoma City, OK 73127, plus

costs and attorney fees for a total of \$18,666.38 plus pre-judgment and post-judgment interest and future costs accruing.

21. As of October 28, 2021, which is the date that Defendant filed for Chapter 7 Bankruptcy, the balance due and owing on the judgment obtained by Plaintiff against Defendant was \$27,354.59.

22. Plaintiff entered into the Note and Second Lease agreement, based in part, on the false information Defendant provided regarding her income and employment.

FIRST CAUSE OF ACTION – 11 U.S.C. § 523(a)(2)(B)

For Plaintiff's first cause of action against Defendant, Plaintiff realleges all facts and allegations set forth above and further states:

23. The Second Lease Agreement submitted by Defendant was a statement in writing, that was materially false, respecting the Debtor's financial condition, on which Plaintiff reasonably relied and that the Debtor caused to be made or published with the intent to deceive.

24. The debt owed to Plaintiff by Defendant is nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(B).

SECOND CAUSE OF ACTION – 11 U.S.C. § 523(a)(2)(A)

For Plaintiff's second cause of action against Defendant, Plaintiff realleges all facts and allegations set forth above and further states:

25. Defendant's actions to induce Plaintiff to enter into the First Lease Agreement, Second Lease Agreement and Note set forth above were based on a false pretense, false representation or actual fraud by Defendant.

26. The debt owed to Plaintiff by Defendant is nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(A).

THIRD CAUSE OF ACTION – 11 U.S.C § 523(a)(6)

For Plaintiff's third cause of action against Defendant, Plaintiff realleges all facts and allegations set forth above and further states:

27. Defendant's actions as set forth above were done willfully and maliciously by Defendant to Plaintiff. Defendant's willful and malicious actions injured Plaintiff.

28. The debt owed to Plaintiff by Defendant is nondischargeable pursuant to 11 U.S.C. § 523(a)(6).

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Ian's Enterprise, LLC, requests the Court deny Defendant's discharge of Plaintiff's indebtedness pursuant to 11 U.S.C. § 523(a)(2)(A), (a)(2)(B), and (a)(6) and for such other relief as the Court deems equitable.

Respectfully Submitted,

/s/ Amanda R. Blackwood
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